Office - Supreme Court, U. S.
FILED
JUL 1 1955
HAROLD B. WILLEY, Clerk

IN THE

Supreme Court of the United States

October Term, 1954

No. 199

WILSON BROTHERS (an Illinois corporation),

Petitioner,

—v.—

TEXTILE WORKERS UNION OF AMERICA, C.I.O.; JOHN WM. HORTON, President, and MARTIN F. CLANCY, Treasurer, of LOCAL 675, TEXTILE WORKERS UNION OF AMERICA, C.I.O.

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

EDWARD J. ENNIS
165 Broadway
New York 6, N. Y.
Attorney for Petitioner

INDEX

	PAGE
Opinions Below	1
Jurisdiction	2
Statutes Involved	2
Questions Presented	2
Statement	3
Reasons for Granting the Writ	5
Conclusion	10
Appendix	11

Table of Cases:

Alcoa S. S. Co. v. McMahon, 173 F. 2d 567	10
Alpert v. Admiration Knitwear Co., 304 N. Y. 1	6
Association v. Westinghouse Elec. Corp., 99 L. Ed. 368	9
Baltimore Contractors, Inc. v. Bodinger, 348 U. S. 176	7
Collingswood Hosiery Mills v. American Federation of Hosiery Workers, 31 N. J. Supr. Ct. 466	6
Dinny & Robbins v. Davis, 290 N. Y. 101	10
General Elec. Co. v. United El. R. & M. Wkrs., 300 N. Y. 262	6
Hosiery Manufacturers' Corp. v. Goldston, 238 N. Y. 22	6
Hudson Lumber Co. v. U. S. Plywood Corp., 181 F. 2d 929	7

PAGE

International Union v. Colonial Hardwood Floor Co., 168 F. 2d 33 8

Markel Electric Prod. v. United Electrical, R. & M. Wkrs., 202 F. 2d 435 8

Matter of Essenson (Upper Queens Medical Group), 307 N. Y. 72 6

Matter of International Ass'n of Machinists Dist. No. 15, Local No. 402 v. Cutler-Hammer, Inc., 271 App. Div. 917 6

Sanford v. Boston Edison Co., 316 Mass. 631 10

Shanferoke C. & S. Corp. v. Westchester S. Corp., 293 U. S. 449 5

T. W. U. v. American Thread Co., 113 F. Supp. 143 10

T. W. U. v. Firestone Plastics Division, 6 N. J Super. 235 6

Treloar v. Steggeman, 333 Mich. 166 7

U. S. Fidelity & Guaranty Co. v. Koch, 102 F. 2d 288 8

STATUTES:

Labor Management Relations Act, 29 U. S. C. 185 .....3, 9

Norris-LaGuardia Anti-Injunction Act, 29 U. S. C. 101, et seq. 10

Federal Arbitration Act, 9 U. S. C. 10 6

New York Civil Practice Act, §§1462, 1448-1469, 588 6

IN THE

Supreme Court of the United States

October Term, 1954

No.

WILSON BROTHERS (an Illinois corporation),

Petitioner,

—v.—

TEXTILE WORKERS UNION OF AMERICA, C.I.O.; JOHN WM. HORTON, President, and MARTIN F. CLANCY, Treasurer, of LOCAL 675, TEXTILE WORKERS UNION OF AMERICA, C.I.O.

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

The plaintiff-appellant, Wilson Brothers, prays that a writ of certiorari issue to review the judgment of the Court of Appeals for the Second Circuit dismissing plaintiff-appellant's appeal from a judgment of the United States District Court for the Southern District of New York denying plaintiff-appellant's motion to stay an arbitration and granting the cross-motion of defendants-appellees to compel arbitration.

Opinions Below

The opinions of the Court of Appeals (App. 12-14) and of the District Court (printed in the record below filed herewith, A. 73a-78a) are not reported.

Jurisdiction

The judgment of the Court of Appeals was entered on June 2, 1955. The order denying a petition for rehearing was entered on June 23, 1955. The jurisdiction of this Court is invoked under 28 U. S. C. 1254(1).

Statutes Involved

The pertinent statutes are set forth in the appendix, *infra,* page 11.

Questions Presented

1. Whether the judgment of the District Court granting defendants' motion to compel arbitration was reviewable by the Court of Appeals as a "final decision" (28 U. S. C. 1291) or was merely an interlocutory order as the Court below ruled.

2. If the judgment of the District Court was an interlocutory order whether it was appealable as an order granting or refusing an injunction (28 U. S. C. 1292) or was merely a non-reviewable stay in this action as the Court below ruled.

3. If the judgment of the District Court was reviewable by the Court below and if this Court decides to consider the questions of law presented on the merits to the Court below rather than remand the case to the Court below for a decision on those questions, such questions are as follows:

A. Whether the District Court had jurisdiction of the subject matter of this action for declaration of the rights of the parties in respect of vacation pay under their collective

bargaining agreement and for a determination whether arbitration should be stayed or compelled under the agreement. Jurisdiction was invoked under §301(a) of the Labor Management Relations Act (29 U. S. C. 185) and also the provisions in respect of declaratory judgments and diversity jurisdiction (28 U. S. C. 2201, 1332).

B. On the merits the issue is whether there is a bona fide arbitrable dispute in respect of claimed vacation pay under the terms of the collective bargaining agreement.

C. Whether the provisions of the Norris-LaGuardia Act (29 U. S. C. 108) prohibit the District Court from determining whether arbitration should be stayed.

Statement

The complaint, with annexed exhibits, and the affidavit in support of plaintiff's motion for a stay, and the affidavit in support of defendants' cross-motion to compel arbitration (contained in the record below filed herewith) disclose the following facts:

The complaint (A. 10a, references are to "Appendix to Appellant's Brief" which is the record in the Court below filed herewith) invokes the jurisdiction of the District Court by alleging that the arbitration sought by defendant is in violation of their collective bargaining agreement and brings the case within §301(a) of the Labor Management Relations Act (29 U. S. C. 185). The complaint also alleges facts supporting diversity jurisdiction (A. 3a-4a, 10a).

The collective bargaining agreement between the parties, dated March 4, 1952, expired according to its terms on March 15, 1954. The textile mill covered by the agreement, the Aetna Mill, Troy, New York, was closed and the employment of the employees represented by defendants was terminated on February 26, 1954 because the mill was

operating at a loss (A. 37a). Thereafter the defendant Union notified plaintiff employer that additional vacation pay was demanded under the terms of the collective bargaining agreement. The employer contends that under the two year agreement, from March 14, 1952 to March 15, 1954, two paid vacations were granted to all employees in July 1952 and July 1953, and that no additional pay is due under the terms of the agreement. The Union sought to submit the dispute to arbitration under the arbitration clause of the agreement but the employer brought this action to obtain a judicial construction of the contract that under its clear terms no third vacation pay is due and that therefore the arbitration sought should be stayed.

Section V of the agreement provides that disputes "arising out of or relating to this agreement or its interpretation or enforcement" shall be subject to procedures set forth therein for adjustment or arbitration (A. 15a). Section V-D provides "Arbitrators shall not have the power or authority to add to or disregard any of the terms or provisions of this collective bargaining agreement" (A. 17a). Section XVI-A provides for vacations with pay to employees who have been employed for fixed periods on May 31st of each year (A. 25a). Section XVI-B provides that vacation pay shall be based on earnings for the full four week period preceding the vacation (A. 25a). Section XVI-D provides that the customary time for closing the mill for inventory and vacation is the first two weeks in July (A. 26a).

The District Court took the view that the dispute is arbitrable under the terms of the contract (A. 74a-75a) and denied the employer's motion to stay the arbitration and granted the Union's motion to compel arbitration. On the employer's appeal the Court below, *sua sponte,* dismissed the appeal on the ground that the judgment appealed from was not a final decision and was not an appealable inter-

locutory injunction but merely a non-appealable stay order in this action (App. 12-14).

Reasons for Granting the Writ

1. *District Court judgment is appealable as a final decision (28 U. S. C. 1291).*—The Court of Appeals ruled that the District Court judgment compelling arbitration was not final but interlocutory relying on *Shanferoke C. & S. Corp.* v. *Westchester S. Corp.*, 293 U. S. 449. But in the *Shanferoke* case the District Court order was merely a refusal of a stay of the contract action for damages pending arbitration. The Court of Appeals reversed and ordered that a stay be granted with leave to the District Court "to vacate it at any time should it appear that the defendant is in default in proceeding with the arbitration" (293 U. S. at 451). This order was obviously interlocutory and not final and this Court, *sua sponte,* raised the question of the order's appealability and ruled that it was appealable not as a final decision but as the denial of an interlocutory injunction. In this case, however, the District Court's judgment is distinguishable and is appealable as a final decision because it not only refuses a stay of arbitration but affirmatively compels arbitration on the basis of the District Court's opinion that the issue is arbitrable (A. 77a). The judgment here, by compelling arbitration, disposes of the only issue raised by the prayer of the complaint for a declaratory judgment that the collective bargaining agreement does not provide for arbitration of the claimed additional vacation pay. The judgment meets every legal and practical test of finality. If it cannot be reviewed on appeal, and petitioner is compelled to arbitrate the legal question of the construction of the agreement, the arbitrator's decision may be final and not judicially reviewable because of the statutory provisions restricting judicial review of arbi-

tration awards to questions of fraud or misconduct of the arbitrators (Federal Arbitration Act, 9 U. S. C. 10; New York Civil Practice Act, §1462), and also because of judicial decisions holding that an arbitrator's construction of a contract, even on a purely legal question, is final and binding and not reviewable by the courts. *Collingswood Hosiery Mills* v. *American Federation of Hosiery Workers,* 31 N. J. Supr. Ct. 466, 107 A. 2d 43 (very similar to the present case).

The collective bargaining agreement here involved was executed and was to be performed in New York. The New York Court of Appeals, interpreting its pioneer arbitration act (Civil Practice Act §§1448-1469) and the provision giving it jurisdiction to review final determinations (C. P. A. §588), holds that an order compelling arbitration is a final determination. *Hosiery Manufacturers' Corp.* v. *Goldston,* 238 N. Y. 22. On this procedural basis the Court of Appeals has established the doctrine that upon a motion to stay or compel arbitration the courts will determine as a judicial question whether a bona fide arbitrable issue exists and will dispose of the matter finally if no arbitrable issue exists. *Matter of Essenson (Upper Queens Medical Group),* 307 N. Y. 72; *Alpert* v. *Admiration Knitwear Co.,* 304 N. Y. 1; *General Elec. Co.* v. *United El. R. & M. Wkrs.,* 300 N. Y. 262; *Matter of International Ass'n of Machinists Dist. No. 15, Local No. 402* v. *Cutler-Hammer, Inc.,* 271 App. Div. 917, 67 N. Y. S. 2d 317, affirmed 297 N. Y. 519. In two judicial decisions, indistinguishable from the present case, it has been held that there is no arbitrable issue in respect of claimed vacation pay where vacations had been granted and the plants closed prior to the next vacation period and where because of the closing of the plant the employees had not fulfilled the contract requirement of employment at a certain time prior to the vacation period. *T. W. U.* v. *Firestone Plastics Division,* 6 N. J. Super.

235, 70 A. 2d 880, certif. denied 4 N. J. 515, 73 A. 2d 212; *Treloar* v. *Steggeman,* 333 Mich. 166, 52 N. W. 2d 647.

The decision of the Court below is diametrically opposed to the doctrine of the cited New York cases and cuts off a prompt and possibly the only available appellate judicial determination of the judicial question whether a bona fide arbitrable issue is presented under the terms of the contract. This expeditious appellate judicial remedy, which in practice has worked well in New York State courts to prevent unwarranted arbitrations, should not be denied to the federal courts unless the federal jurisdictional statute requires that result. It is submitted that the question whether the District Court judgment compelling arbitration is a final decision is an important question of federal procedure which should be decided by this Court and that the Court of Appeals has erroneously relied on the *Shanferoke* decision, *supra,* for the view that a judgment compelling arbitration is not a final decision.

2. *The District Court judgment is an interlocutory injunction (28 U. S. C. 1292(1)).*—Even if the District Court judgment is not appealable as a final decision, it is submitted that the Court below erroneously held that it was not appealable as an interlocutory injunction relying for support upon *Baltimore Contractors, Inc.* v. *Bodinger,* 348 U. S. 176. But the *Bodinger* case involved merely a refusal to stay an equity suit for an accounting pending a requested arbitration. In this case the judgment compelling arbitration, based on the District Court's opinion that an arbitrable issue is presented, is more than a mere stay and is in the nature of a mandatory injunction and therefore appealable even though interlocutory. The decision below is in conflict with *Hudson Lumber Co.* v. *U. S. Plywood Corp.,* 181 F. 2d 929 (C. A. 9) holding a stay of an action pending

arbitration appealable as an interlocutory injunction, and with *International Union* v. *Colonial Hardwood Floor Co.*, 168 F. 2d 33 (C. A. 4), holding that denial of a stay of arbitration is appealable as the denial of an interlocutory injunction. We believe that the decision below is also in conflict with the decision of the same Court in *Markel Electric Prod.* v. *United Electrical, R. & M. Wkrs.*, 202 F. 2d 435, holding that denial of a stay of an action for damages under a collective bargaining agreement pending arbitration was appealable as the equivalent of a denial of an injunction. The petitioner submits that this conflict of decisions on whether orders of district courts staying or refusing to stay actions pending arbitration should be resolved by this Court.

It is believed that the "law-equity" test of appealability of an interlocutory order (discussed in *Bodinger, supra*) is not applicable here because a judgment compelling arbitration goes far beyond a mere stay controlling the sequence of the trial of issues in an equity suit. But even if that test be applicable, it is satisfied here. We believe that this action for a declaration of the rights of the parties under a collective bargaining agreement is not an equity suit, or is not an action "clearly of an equitable nature" as the Court below states. An action for a declaratory judgment is *sui generis*. *U. S. Fidelity & Guaranty Co.* v. *Koch*, 102 F. 2d 288 (C. A. 3). Adherence to the historical distinction between law and equity for purposes of determining whether an order is a non-appealable "stay" in an equity suit, or an appealable "injunction" against a law action, has created procedural difficulty in determining federal appellate jurisdiction. But whatever the difficulty may be in other situations, it is submitted that since this is not an equity or admiralty suit the District Court's judgment granting the defendants' motion both to stay this action and also to

compel arbitration constitutes an appealable interlocutory injunction reviewable by the Court below.

3. *Other questions presented.*—If this Court reviews and reverses the decision of the Court below and does not remand the case to the Court below for a decision on the merits, the questions for decision are as follows:

A. *The District Court's jurisdiction of the subject matter.*—The complaint invoked the jurisdiction of the District Court under §301(a) of the Labor Management Relations Act (29 U. S. C. 185) in respect of "suits for violation of contracts between an employer and a labor organization * * *" and alleged that the threatened arbitration was in violation of the agreement (A. 10a-11a). The District Court held in its opinion that §301(a) conferred jurisdiction to compel arbitration (A. 76a). The defendant union in the Court below also agreed that §301 granted jurisdiction to compel arbitration. Cf. *Association* v. *Westinghouse Elec. Corp.*, 99 L. Ed. 368.

B. *There is no arbitrable issue.—The petitioner contends* that New York law should be applied and that under the decisions cited *supra*, page 6, a judicial determination should be made that there is no issue to be arbitrated in respect of vacation pay. The agreement provides for vacation pay for employees employed for fixed periods of time on May 31st of each year (A. 25a). Under the two year agreement two vacations were paid but since the plant was closed in February, and prior to May 31st of 1954, no further vacation pay is due as a matter of law and there is no issue to be arbitrated. The District Court held, and the defendant union contends, that the interpretation of the agreement in this respect is an arbitrable issue (A. 74a-75a).

C. *Stay of arbitration.*—The defendant union contended in the Court below that the Norris-LaGuardia Anti-Injunction Act (29 U. S. C. 101, *et seq.*) prohibited the District Court from granting a stay of the arbitration even though the Court had jurisdiction to stay this action and compel arbitration. The petitioner contends that a stay of arbitration to enforce a judicial decision that there is no arbitrable issue is not an injunction in a labor dispute in violation of the Norris-LaGuardia Act. *T. W. U.* v. *American Thread Co.*, 113 F. Supp. 143 (D. Mass., Wyzanski, *J.*); cf. *Alcoa S. S. Co.* v. *McMahon*, 173 F. 2d 567 (C. A. 2); *Sanford* v. *Boston Edison Co.*, 316 Mass. 631, 56 N. E. 2d 1; *Dinny & Robbins* v. *Davis*, 290 N. Y. 101.

CONCLUSION

For the foregoing reasons it is respectfully submitted that this petition for writ of certiorari should be granted.

Respectfully submitted,

EDWARD J. ENNIS
165 Broadway
New York 6, N. Y.

Attorney for Petitioner

APPENDIX

Section 301(a) of the Labor Management Relations Act (29 U. S. C. 185) provides in part:

> "(a) Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

Section 8 of the Federal Anti-Injunction Act (29 U. S. C. 108) provides:

> "No restraining order or injunctive relief shall be granted to any complainant who has failed to comply with any obligation imposed by law which is involved in the labor dispute in question, or who has failed to make every reasonable effort to settle such dispute either by negotiation or with the aid of any available governmental machinery of mediation or voluntary arbitration."

Title 28, United States Code, provides in part:

> § 1291. *Final decisions of district courts*
>
> The courts of appeals shall have jurisdiction of appeals from all final decisions of the district courts of the United States, • • •

> § 1292. *Interlocutory decisions*
>
> The courts of appeals shall have jurisdiction of appeals from:
>
> (1) Interlocutory orders of the district courts of the United States • • • or of the judges thereof, granting, continuing, modifying, refusing or dissolving injunctions, or refusing to dissolve or modify injunctions, except where a direct review may be had in the Supreme Court • • •

Opinion of Court Below

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

No. 291—October Term, 1954.

(Argued May 2, 1955 Decided June 2, 1955.)

Before:

CLARK, *Chief Judge*,
MEDINA, *Circuit Judge*, and DIMOCK, *District Judge*.

Appeal from the United States District Court for the Southern District of New York, Sylvester J. Ryan, *Judge*.

The plaintiff, Wilson Brothers, appeals from an order granting defendants' motion to stay this lawsuit and to compel arbitration of plaintiff's liability for vacation pay to its workers. Appeal dismissed for lack of appealable order.

EDWARD J. ENNIS, New York City (Clifford Forster on the brief), *for plaintiff-appellant*.

BENJAMIN WYLE, New York City (Max Zimny and William H. Englander on the brief), *for defendants-appellees*.

CLARK, *Chief Judge*:

This case concerns the duty to arbitrate a dispute arising out of a collective bargaining contract lawfully terminated by the employer in accordance with its terms. The union and the employer had come to disagree about the employer's continued liability for accrued vacation pay under the terminated contract. The employer attempted to frustrate the

union's announced intention of submitting this question to arbitration by initiating this action for a declaratory judgment. Its complaint sought a judicial interpretation of its contractual obligations and temporary and permanent injunctions against defendants' resort to arbitration. The union countered by cross-motions to require arbitration and stay the lawsuit, which were granted by the district court, and the employer appeals.

Although the defendants have not filed a motion to dismiss the appeal, we must of our own accord investigate our jurisdiction to decide this case. The orders entered below are clearly interlocutory, see *Shanferoke Coal & Supply Corp. of Delaware* v. *Westchester Service Corp.*, 293 U. S. 449, so that they are appealable only if they are sufficiently analogous to injunctive orders to come within 28 U. S. C. §1292(1). We do not think that the orders entered here can so qualify.

In *Stathatos* v. *Arnold Bernstein S. S. Corp.*, 2 Cir., 202 F. 2d 525, we recently had occasion to discuss in detail the effect of orders like the ones before us here. We there held that the granting of a stay pending arbitration was merely a decision about the manner in which the trial of the case should proceed, and not an injunction. Courts in other circuits have come to similar conclusions, see, e.g., *United States* v. *Richardson*, 5 Cir., 204 F. 2d 552; *International Nickel Co.* v. *Martin J. Barry, Inc.*, 4 Cir., 204 F. 2d 583; *International Refugee Organization* v. *Republic S. S. Corp.*, 4 Cir., 189 F. 2d 858. Of the two decisions looking the other way, one, *Hudson Lumber Co.* v. *U. S. Plywood Corp.*, 9 Cir., 181 F. 2d 929, which is factually on all fours with this case, has been recently criticized by implication in *Baltimore Contractors* v. *Bodinger*, 348 U. S. 176, and the other, *Jewell* v. *Davies*, 6 Cir., 192 F. 2d 670, certiorari denied 343 U. S. 904, is only a dictum.

Whatever questions it may suggest in other cases, the decision in the *Bodinger* case directly supports the result which we are reaching. The Supreme Court there determined, albeit reluctantly, that it could not abandon the distinction between actions formerly originating at law and actions formerly in equity. See *Enelow* v. *New York Life Ins. Co.*, 293 U. S. 379, and *Ettelson* v. *Metropolitan Ins. Co.*, 317 U. S. 188. Even orders denying arbitration were held to be appealable only when the action was commenced "at law"; when the suit was "in equity," the stay was but a procedural step in the same action. It is perhaps regrettable that the Court did not feel prepared to follow the lead, rather suggested in *City of Morgantown, W. Va.* v. *Royal Ins. Co.*, 337 U. S. 254, of recognizing the union of law and equity into the one civil action where the procedural character of these orders would be realistically viewed in terms of modern trials. As it is, some confusion must remain; and our decisions permitting appeals from *denial* of a stay of action pending arbitration can be upheld only where they are actions "at law," i.e., for damages. See *Wilko* v. *Swan*, 2 Cir., 201 F. 2d 439—reversed on the merits, 346 U. S. 427—as explained in the *Bodinger* case, 348 U. S. 176, 179 n. 5, and *Markel Electric Products* v. *United Electrical, Radio & Machine Workers of America*, 2 Cir., 202 F. 2d 435. But here the action is clearly of an equitable nature, and the stay is not an appealable order. The appeal must therefore be dismissed.

Appeal dismissed.

Office - Supreme Court, U. S.
FILED
JUL 23 1955
HAROLD B. WILLEY, Clerk

IN THE

Supreme Court of the United States

October Term, 1954

CASE No. 199

WILSON BROTHERS,
(An Illinois Corporation),
Petitioner,

vs.

TEXTILE WORKERS UNION OF AMERICA, CIO; JOHN WM. HORTON, President, and MARTIN F. CLANCY, Treasurer, of LOCAL 675, TEXTILE WORKERS UNION OF AMERICA, CIO,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Second Circuit

BRIEF FOR RESPONDENTS IN OPPOSITION

ARTHUR J. GOLDBERG,
DAVID E. FELLER,
1001 Connecticut Avenue, N. W.,
Washington 6, D. C.

BENJAMIN WYLE,
MAX ZIMNY,
99 University Place,
New York 3, N. Y.

INDEX

PAGE

QUESTION PRESENTED 1

STATEMENT 2

ARGUMENT 4

A. The Federal Question is Foreclosed by Prior Decisions of This Court 4

B. The Decision of the District Court on the Merits is Clearly Correct 7

CONCLUSION 14

CASES CITED

DECISIONS OF COURTS:

American Security Life Ins. Co. v. Moore, 72 So. 2d 132 11

Ass'n of Westinghouse Employees v. Westinghouse Electric Corp., 348 U. S. 437 13

Baltimore Contractors, Inc. v. Bodinger, 348 U. S. 176, 178, 180, 184 ..... 3, 4, 6, 7

Berkovitz v. Arbib & Houlberg, Inc., Matter of, 230 N. Y. 261, 270 13

Bernhardt v. Polygraphic Co. of America, Inc., 218 F. 2d 948, cert. granted May 31, 1955, — U. S. —, 99 L. ed. (Advance) p. 757 12

Brampton Woolen Co. v. Local Union No. 112, et seq., 95 N. H. 255 11

Brooklyn Citizen, In re, 90 N. Y. S. 2d 99 (not officially reported) 11

PAGE

California Prune & Apricot Growers Ass'n v. Catz American Co., 60 F. 2d 788, 790 13

Calvine Cotton Mills, Inc. v. Textile Workers Union of America, 238 N. C. 719 11

Division of Labor Law Enforcement, et al. v. Ryan Aeronautical Co., 106 Cal. App. 2d 833 11

Enelow v. New York Life Ins. Co., 293 U. S. 379 5

Guaranty Trust Co. of N. Y. v. York, 326 U. S. 99 12

Heckers v. Fowler, 69 U. S. (2 Wall) 123, 128, 129 12

Hudson Lumber Co. v. United States Plywood Corp., 181 F. 2d 929 ..... 4, 6

International Union v. Colonial Hardwood Floor Co., 168 F. 2d 33 7

Livestock Feeds, Inc. v. Local Union No. 1634, 73 So. 2d 128 11

Marine Transit Corp. v. Dreyfus, 284 U. S. 263, 277, 278 12

Markel Electric Products v. United Electrical, Radio and Machine Workers of America, 202 F. 2d 435 7

Meachem v. Jamestown, Franklin & Clearfield Ry., 211 N. Y. 346, 352 13

Morgantown v. Royal Insurance Co., 337 U. S. 254 ..... 4, 5

Murray Oil Products Co., Inc. v. Mitsui & Co., 146 F. 2d 381, 383 ..... 6, 13

Owens, et al. v. Press Publishing Co., 34 N. J. Super. 203 11

PAGE

Parry v. Bache, 125 F. 2d 493, 495 13

Pioneer Trust and Savings Bank v. Screw Machine Products Co., 73 F. Supp. 578, 580 13

Port Publishing Co., In re, 231 N. C. 395 11

Public Ledger, In re, 161 F. 2d 762 11

Red Cross Line v. Atlantic Fruit Co., 264 U. S. 109, 124 12

Shanferoke Coal & Supply Corp. v. Westchester Service Corp., 293 U. S. 449 5

Textile Workers Union of America v. Firestone Plastics Divison, 6 N. J. Super. 235 10

Textile Workers Union of America v. Paris Fabric Mills, Inc., 22 N. J. Super. 381 11

Treloar v. Steggeman, 333 Mich. 166 11

Wil-Low Cafeterias, Inc., In re, 111 F. 2d 429 11

Wilson & Co. v. Fremont, etc., 77 F. Supp. 364, 379 13

DECISIONS OF ARBITRATORS:

Acro Switch Co., 14 LA 256 12

A. D. Juilliard & Co., Inc., 18 LA 896 12

American Blower Corp., In re, 9 LA 599 12

Ashaway Wool Mills, Inc., 8 LA 137 12

Book Publishers' Shipping Service, In re, 12 LA 1207 .. 12

Catoir Silk Co., 13 LA 368 12

PAGE

Central Packing Co., 14 LA 403 12

Globe Corp., 23 LA 298 12

Harnischfeger Corp., 13 LA 429 12

Hein-Werner Corp., In re, 12 LA 1158 12

L. Hyman Co., Inc., 13 LA 800 12

Mays Landing Water Power Co., 12 LA 860 12

McQuay-Norris Mfg. Co., In re, 7 LA 671 12

Monty Cleaners, In re, 9 LA 602 12

North Star Woolen Co., 14 LA 185 12

Penberthy Injector Co., 15 LA 713 12

Premier Worsted Mill, 13 LA 804 12

Taunton Wool Stock Co., 8 LA 733 12

Texas Textile Mills, 15 LA 776 12

Wabash Corporation, In re, 12 LA 1037 12

West Virginia Pulp and Paper Co., 15 LA 742 12

OTHER AUTHORITIES CITED:

Mayer, "Arbitration and the Judicial Sword of Damocles," Labor Law Journal, Nov., 1953, p. 723 ..... 13fn[3]

Restaement of the Law of Contracts, Section 295, p. 438 10

Rosenfarb, "The Courts and Arbitration," N. Y. Univ. Sixth Annual Conf. on Labor, p. 161 ..... 13fn[3]

PAGE

17 C. J. S. Section 468, pp. 969, 970 10

Sturges & Murphy, "Arbitration Under the United States Arbitration Act," 17 Law & Contemp. Prob. 580, 594 13

39 Cornell Law Quart. 74, 86, 87 13

Williston on Contracts, V. 6, Section 1951, p. 5461 10

STATUTES CITED:

Section 301 of Taft-Hartley Act, 29 U. S. C. 185 1

United States Code, 28 U. S. C. Sec. 1292(1) 3